

REMARKS

Claims 1-12, 14, 16-27 and 29-31 are currently pending in the present application. Although amendments were filed with the Response of June 27, 2008, the Advisory Action refused to enter the amendments for the purposes of appeal. Claims 1, 4, 14, 19-21 were amended in order to place the claims in condition for allowance, in accordance with the suggestions made by the Examiner during a telephonic interview that took place on April 21, 2008. Support for the amendments can be found at least in the originally filed claims. No new matter has been added.

Assignee respectfully requests reconsideration of the present application based on the amendments to the claims and the following remarks. Because the Advisory Action refused to enter the amendments for the purposes of appeal, Assignee has filed the amendments as part of a Request for Continued Examination and respectfully submits that a first action final rejection would be improper under MPEP § 706.07(b).

Detailed Remarks

I. Rejections Under 35 U.S.C. § 103(a)

The Office Action rejected claims 1-12, 14, 16-20, 22-26, under 35 U.S.C. §103(a) as being unpatentable over Dimitrios et al. (U.S. Patent No. 5,659,723) in view of Bosco et al. (U.S. Patent No. 5,191,522). The Office Action rejected claims 21, 27, 29, and 31, under 35 U.S.C. §103(a) as being unpatentable over Dimitrios and Bosco and further in view of Hele et al. (U.S. Patent Application Publication No. 2002/0111835 A1). The Office Action rejected claim 30, under 35 U.S.C. §103(a) as being unpatentable over Dimitrios in view of Bosco and further in view of Moore et al. (U.S. Patent No. 5,446,885).

Claims 1-12, 14, 16-20, and 22-26

Claim 1 recites at least three features that Dimitrios alone or in combination with Bosco does not teach or suggest. Firstly, claim 1, as amended, recites "multiple different roles for a customer identified by the first customer ID with respect to multiple different accounts." In other words, a customer ID may correspond to different account

roles for different account IDs. The Office Action indicates that Dimitrios, in combination with Bosco, discloses all the features of claim 1.

However, Dimitrios, alone or in combination with Bosco (the "Dimitrios-Bosco" combination), does not disclose establishing multiple different roles for a customer identified by a customer ID with respect to multiple different accounts as claimed. Instead, Dimitrios describes a method for automatically translating application program modeling data into computer application program model data expressed. The Office Action at page 4 concedes that Dimitrios does not disclose establishing multiple different roles for a customer identified by a customer ID with respect to multiple different accounts as claimed.

Bosco is directed to a system for processing group insurance accounts. Bosco, at col. 14, ll. 61-64, indicates that each case "must be the account of one and only one client" and that each case is unique to a single client. Bosco, at col. 6, ll. 58-59, indicates that a case is an association of all the components of a plan of insurance for a client. Bosco, at col. 17, ll. 42-43, indicates that each insured "must be covered by one and only one client." Although a client may have multiple cases, nowhere does Bosco teach or suggest that a client's role may be different between cases. Bosco, at Figures 2 and 3, shows an entity relationship model with a client and case, but does not show an insured. Bosco, at Figure 6, shows an entity relationship model with a client and insured, but does not show a case. Bosco clearly indicates that participants and dependents of a client can only be covered by one and only one client. Nowhere does Bosco teach or suggest that the participants and dependents of a client can correspond to multiple cases. Thus, the Dimitrios-Bosco combination cannot be read to teach or suggest "multiple different roles for a customer identified by the first customer ID with respect to multiple different accounts." Therefore, independent claim 1 and dependent claims 2-12, 14 and 16-19, which depend from claim 1, are patentable over the Dimitrios-Bosco combination.

Secondly, claim 1 recites "multiple different roles for the customer identified by the first customer ID with respect to the account ID identified by the first account ID." In

other words, a customer ID may correspond to multiple different roles with respect to one account ID.

Bosco cannot be read to teach or suggest a customer ID that corresponds to multiple different roles with respect to an account ID, as claimed. Bosco, at col. 10, ll. 25-34, indicates that the insured is a person (employee/member or dependent) and the insured entity provides descriptive information about individuals as participants (or dependents of participants) in a group insurance plan. Bosco describes roles that include a client, a participant (employee/member), and a dependent of a participant (a spouse or child). Bosco expressly mentions 'insured ID' twice in the entire specification at col. 10, ll. 35-52. Bosco, at col. 10, ll. 36-40, indicates that an insured role entity "associates a role type with an insured ID to record whether an insured plays the role of a participant, spouse, or child of the participant within a case." Bosco, at col. 10, ll. 50-52, indicates that the insured dependent association entity "associates one insured person with another (using insured IDs) to define whether one is a spouse or child of the other." Bosco, at col. 6, ll. 22-23, col. 5, ll. 35-51, and col. 16, ll. 26-29, indicates that a participant is an employee/member and each "dependent must be insured under one and only one participant," and if an individual is coincidentally insured under two participants Bosco "recognizes this individual twice as two separate dependents." Nowhere does Bosco indicate how an individual is recognized as two separate dependents. Although Bosco, at col. 10, ll. 35-41, indicates that the insured role entity "allows for the fact that the same person may be insured on a single case both as a participant and as a dependent," nowhere does Bosco teach or suggest that a single insured ID is used to recognize a person as a participant and a dependent for a single case. In other words, the insured ID of Bosco does not correspond to multiple different roles with respect to one case. Thus, Bosco cannot be read to teach or suggest a customer ID that corresponds to multiple different roles with respect to an account ID as claimed.

Thirdly, claim 1 recites "an offering involvement entity class that establishes a relationship between at least one of the customer data objects and one of the offering data objects." Claim 1 also recites the "offering entity class comprises a program entity

class, wherein the program entity class establishes relationships between multiple service data objects and multiple product data objects." The Office Action indicates that Dimitrios, in combination with Bosco, discloses all the features of claim 1. However, Dimitrios, alone or in combination with Bosco (the "Dimitrios-Bosco" combination), does not disclose a program entity class that establishes relationships between multiple service data objects and multiple product data objects as described in claim 1.

Bosco, at col. 20, ll. 45-60, indicates that coverages and services comprise a group product. Bosco, at col. 20, ll. 60-68, indicates that services are group insurance business functions necessary to administer each product. In other words, Bosco does not describe products and services in combination. Nowhere does Bosco teach or suggest that services are anything more than in support of insurance products offered to clients. Bosco, at col. 12, ll. 52-68, indicates that service is an insurance activity that enables a coverage to be administered according to the funding method specified for that coverage. Bosco, at col. 28, ll. 9-14, describes a product development program module that provides information necessary to enhance current products or to develop new products. Nowhere does Bosco express even the slightest notion of a program entity class that establishes relationships between multiple service data objects and multiple product data objects as claimed. Neither Dimitrios nor Bosco, alone or in combination, describes a program entity class that establishes relationships between multiple service data objects and multiple product data objects as claimed. For at least the above reasons, independent claim 1 is patentable over the Dimitrios-Bosco combination. For at least the same reasons as stated above regarding claim 1, dependent claims 2-12, 14, and 16-19, which depend from claim 1, are patentable over the Dimitrios-Bosco combination.

The Application, at ¶ 0116, indicates that the three-tiered structure described therein enables the ability to combine products and services together to create programs that are tailored to an account. In contrast to claim 1, the Dimitrios-Bosco combination does not teach or suggest a program entity class that establishes relationships between multiple service data objects and multiple product data objects. Moreover, the Dimitrios-Bosco combination does not teach or suggest offerings or

programs that include a combination of products and services. Therefore, the Dimitrios-Bosco combination does not show all the features of independent claim 1. Thus, claim 1, is patentable over the Dimitrios-Bosco combination. For at least the same reasons as stated above and because they recite independently patentable features, claims 2-12, 14, and 16-19, which depend from claim 1, are patentable over the Dimitrios-Bosco combination.

Claim 20 is directed to a system that recites, as amended, "a second account role for the first customer data object with respect to the second account ID, the second account role different from the first account role, that establishes multiple different account roles for a customer identified by the first customer ID with respect to multiple different accounts identified by the first account ID and the second account ID." These features recited in claim 20 are similar to the features in claim 1, which were noted above. For at least the same reasons as above regarding claim 1, claim 20 is patentable over the references. Therefore, claims 22-26, which depend from claim 20, are also patentable over the references.

Claims 21, 27, and 29-31

Claim 21 recites "the risk data objects define risk factors associated with addressing risks to customers and accounts, comprising: risk factors addressed by products; and risk factors addressed by services." The Application at ¶ 0100 indicates that "using a conventional two tier system, there would be no opportunity to view ... risks in the context of the business needs for the parent company [the customer]." In other words, the risk factors as claimed are from the perspective of the customer not the risks factors from the perspective of an institution that offers products and services to address the risks to the customer. The Application, at ¶ 0091, describes establishing relationships used to identify "more granular risk patterns for underwriting and therefore greater precision in risk assessment." The Office Action asserts that Dimitrios, in combination with Bosco and Hele (the "Dimitrios-Bosco-Hele" combination) show all the features of claim 21.

However, the Dimitrios-Bosco-Hele combination does not teach or suggest the type of risk described by claim 21. Dimitrios, Bosco, and Hele, alone or in any combination, do not teach or suggest "the risk data objects define risk factors associated with addressing risks to customers and accounts." Instead, Hele describes, at ¶¶ 0021 and 0047, querying a user about risk during an evaluation for life insurance coverage and collecting information from the user and any other sources. Hele indicates, at ¶¶ 0080, 0096, and 0122-0123, that underwriting is a determination of the risk associated with insuring a particular user. Hele at ¶ 0118 indicates that the user may represent an unacceptable risk based on their financial situation, physical build, medical conditions, or participation in risky activities. In other words, Hele may at best teach or suggest risks to an institution and the risk factors associated with insuring a customer by the institution. However, Hele cannot be read to teach or suggest risk factors associated with addressing risks to customers. In other words, the risk factors addressed by products associated with addressing risks to a customer are different from risk factors addressed by products offered to customers by an institution that address risks to the institution.

Because the type of risk and the relationships defined between risks, customers, accounts, products and services, used to provide the granular risk patterns described by claim 21 are distinguishable from the risk taught by the Dimitrios-Bosco-Hele combination, claim 21 is patentable over the references. Even if the Dimitrios- Bosco-Hele combination were proper, the combination at best teaches or suggests products that address risk from the perspective of an institution offering those products to customers. Thus, claim 21 is patentable over the references. Therefore, claims 27 and 29-31, which depend from claim 21, are also patentable over the references.

Claim 21 also recites "a second account role for the first customer data object with respect to the second account ID, the second account role different from the first account role, that establishes multiple different account roles for a customer identified by the first customer ID with respect to multiple different accounts identified by the first account ID and the second account ID." These features recited in claim 21 are similar to the features in claim 1, which were noted above. For at least the same reasons as

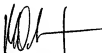
above regarding claim 1, claim 21 is patentable over the references. Therefore, claims 27 and 29-31, which depend from claim 21, are also patentable over the references.

Conclusion

With this response, the present pending claims of this application are allowable, and Assignee respectfully requests the Examiner to issue a Notice of Allowance for this application. Should the Examiner deem a telephone conference to be beneficial in expediting allowance/examination of this application, the Examiner is invited to call the undersigned attorney at the telephone number listed below.

BRINKS
HOFFER
GILSON
& LIONE

Respectfully submitted,



Robert D. Summers Jr.
Registration No. 57,844
Attorney for Assignee

BRINKS HOFER GILSON & LIONE
CUSTOMER NO. 28164
Telephone: (312) 321-4200
Facsimile: (312) 321-4299